

CONFIDENTIAL

Legal Department

4111 Bridgeway Avenue, Columbus, OH 43219

NETJETS®

LETTER AGREEMENT

April 16, 2013

Mr. John Babikian
Vertical International Relief Fund
11601 Wilshire Blvd.
Los Angeles, California 90025

Dear Sir:

This Letter Agreement is intended to supersede and replace all previous Letter Agreements.

We refer to the NetJets Fractional Ownership Program Management Services Agreement, the Master Dry-Lease Aircraft Exchange Agreement and the Fractional Interest Lease Agreement (the "Interim Lease Documents") dated June 15, 2012, covering a six and one-quarter percent (6.25%) undivided interest in Gulfstream IV-SP aircraft serial number 1426, N426QS by Middle Bay Trade, LTD, a Seychelles corporation.

We refer to the NetJets Fractional Program Agreement - NetJets Share (the "Operative Documents") dated April 16, 2013, covering a six and one-quarter percent (6.25%) undivided interest in Global 5000 aircraft serial number 9483, N101QS by Vertical International Relief Fund, a Wyoming corporation ("Owner").

Terms used but not defined herein shall have the meanings assigned to them in their respective Operative Documents.

It is agreed between the parties that, for so long as Owner maintains the interest listed above in the Operative Documents:

1. Owner shall be guaranteed the use of one aircraft per calendar day. The guaranteed aircraft shall consist of one Global 5000 (or anything smaller within the NetJets® Fleet at the discretion of Owner) under the conditions set forth in the Operative Documents.
2. Notwithstanding anything to the contrary contained herein, Owner shall not be charged any International Fees for flights to or from Montreal Airports (either Pierre Elliott Trudeau International Airport (CYUL) or St. Hubert Airport (CYHU)). For purposes of clarification, if the flight segment would be charged international fees for Montreal and another location, such other location's international fees will be charged but any international fees related to Montreal will be waived.
3. Owner shall be entitled to a \$25,000.00 credit, each contract year that can be applied towards any catering cost charged to Owner. The unused portion of the credit in the first year of the Interim Lease Documents shall be carried over into the first year of the Operative Documents.
4. It is agreed between the parties that, for so long as Owner maintains the interest listed above in the Operative Documents, that when flying in the NetJets Europe program, Owner shall receive a .88:1 interchange to the Falcon 2000. This rate applies to the hours deducted

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from the contract as well as to the amount charged for the flight for both future flights as well as those already billed.

5. When flying in the NetJets Europe program, Beirut, Lebanon shall be considered part of the Ferry Waiver Zone for the Global 5000.
6. **Confidentiality.** Except as otherwise required by law, Owner agrees not to disclose the terms of this Letter Agreement or the Operative Documents, to any third party other than to Owner's advisors (including legal, personal, financial and accounting advisors) as needed to carry out the terms of this Letter Agreement or the Operative Documents.

Except to the extent the terms of any or all of the Operative Documents may be modified or amended by the terms of this Letter Agreement, all the terms of the Operative Documents shall continue in full force and effect and shall not otherwise be affected, amended or modified by this Letter Agreement.

ACKNOWLEDGED AND AGREED:

NETJETS AVIATION, INC.
("NJA")

BY: 

Name: Christopher W. Belcher
Title: Assistant Secretary

NETJETS SERVICES, INC.
("SERVICES")

BY: 

Name: Christopher W. Belcher
Title: Assistant Secretary

VERTICAL INTERNATIONAL RELIEF FUND
("OWNER")

BY: 

Name: John Babikian
Title: Chief Asset Manager